

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687706082877

अनुबंध तिथि | Generated Date : 27-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4587578](#)

अनुसूची नाम | Schedule Name: Schedule 7

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : State Government मंत्रालय   Ministry : - विभाग   Department : Gujarat State Civil Supplies Corporation Limited संगठन का नाम   Organisation Name : N/A कार्यालय क्षेत्र   Office Zone : Gandhinagar.	पद   Designation : Deputy Manager Purchase संपर्क नंबर   Contact No. : 079-23221037-9 ईमेल आईडी   Email ID : buycon1.gscscl.gj@gembuyer.in जीएसटीआईएन   GSTIN : 24AAACT5736F1Z1 पता   Address : The Gujarat State Civil Supplies Corporation Ltd. Near New Sachivalaya.Sec-10-A.Gandhinagar, GANDHI NAGAR, GUJARAT-382014, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: T&PC Committee वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: T&PC Committee	Role: BUYER भुगतान का तरीका   Payment Mode: Offline पद   Designation : Deputy Manager Purchase ईमेल आईडी   Email ID : buycon1.gscscl.gj@gembuyer.in जीएसटीआईएन   GSTIN : 24AAACT5736F1Z1 पता   Address : The Gujarat State Civil Supplies Corporation Ltd. Near New Sachivalaya.Sec-10-A.Gandhinagar, GANDHINAGAR, GUJARAT-382014, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : A005210004482909 कंपनी का नाम   Company Name : GOKUL AGRO RESOURCES LIMITED संपर्क नंबर   Contact No. : 09099997812 ईमेल आईडी   Email ID : ishwar.comm@gokulagro.com पता   Address : Crown-3,Inspire Business Park, Shantigram,,Nr. Vaishnodevi Circle,S.G Highway, Ahmedabad, GUJARAT-382421, - एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 24AAF6G6591A1ZT (R)

\*जिसके नाम के पक्ष में GST/TAX इनवाइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : Double Filtered Groundnut Oil 15 KG Tin ब्रांड   Brand : Double Filtered Groundnut Oil 15 KG Tin ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Double Filtered Groundnut Oil 15 KG Tin (Q3) मॉडल   Model: Double Filtered Groundnut Oil 15 KG Tin एचएसएन कोड   HSN Code: HSN not specified by seller	9,611	pieces	2,625	NA	25,228,875
कुल ऑर्डर मूल्य   Total Order Value (in INR)						25,228,875

क्र.सं.   S.No	परोक्षिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By

1	संपर्क   Contact : 079-23221037-9 जीएसटीआईएन   GSTIN : 24AAACT5736F1ZI पता   Address : The Gujarat State Civil Supplies Corporation Ltd. Near New Sachivalaya.Sec-10-A.Gandhinagar, GANDHI NAGAR, GUJARAT-382014, India	Double Filtered Groundnut Oil 15 KG Tin	-	9,611	27-Jun-2024	27-Jul-2024
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### Product Specification for Double Filtered Groundnut Oil 15 KG Tin

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/62/33/502/CatalogAttrs/SpecificationDocument/2023/10/5/2023_10_05_15_24_37_gn_tim_spec_2023-10-05-15-24-50_9fe45568c945e9260428ab3b0bd14da6.pdf
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/7804529/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/6/icds_specification_2024-02-06-11-29-07_5ecd5257c7f2dae068f21e6dbad7cd10.pdf
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### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	ICICI
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

### नियम और शर्तें | Terms and Conditions

#### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

#### 2. Buyer Added Bid Specific Terms and Conditions-

##### 2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

##### 2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**Inspection Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): AS PER ADDITIONAL TERMS AND CONDITIONS Post Receipt Inspection at consignee site before acceptance of stores: AS PER ADDITIONAL TERMS AND CONDITIONS

**Forms of EMD and PBG** Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name **The Gujarat State Civil Supplies Corporation Ltd.**  
**Account No. 016505005762 IFSC Code ICIC0000165** Bank Name ICICI Bank Branch address Plot No. 315, Sector-16, Gandhinagar -382016 . Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid. No any kind of Exemption given for EMD.

**Generic:** Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**Certificates:** Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, AT C and Corrigendum if any.

**Generic:** The seller is required to print logo as per buyer's requirement.

## **ADDITIONAL TERMS AND CONDITION OF GSCSC FOR SUPPLY OF ICDS DOUBLE FILTERED G.N.OIL- 15 KG TIN (April-24 to September-24)**

The Tender document will be available and downloadable on following websites:

- a) <https://gem.gov.in>  
b) <https://gscscl.gujarat.gov.in> (corporation website: only for Information purpose).

### **INTRODUCTION: -**

The Gujarat State Civil Supplies Corporation Ltd. (GSCSC.) is a Government Company registered under companies Act-1956 having its registered office in Sector-10-A, CH Road, Near Sachivalaya, Gandhinagar-382010. The Government of Gujarat has appointed GSCSC, as its agency for procuring of Double Filtered G.N. Oil- 15 KG TIN ICDS Scheme through Integrated Child Development Scheme of Government of Gujarat under GeM

The GSCSC has invited applications from proprietor/ Partnership Firm/ Registered Company/ Co-operative Society/ any Manufacturing and Processing unit or any other legal entity for enrolment as registered suppliers for supply of Double Filtered G.N.Oil 15 KG Tin under ICDS Scheme through Integrated Child Development Scheme of Government of Gujarat for any other Govt. scheme/purpose.

### **1. SCOPE OF WORK:-**

The GSCSC being the appointed agency for procurement of Double Filtered G.N.Oil 15 KG Tin under ICDS Scheme through Integrated Child Development Scheme of Government of Gujarat proposes to procure for April-2024 to September-2024 from the registered suppliers through e-tender process in GeM portal.

The requirement of Double Filtered G.N. Oil 15 KG Tin under these scheme for April-2024 to September-2024 is approximately-as declared by GSCSC from time to time 15 KG Tin, the above quantity will have to be offered at Ex-factory/ plants/ warehouse/ storage location of Double Filtered G.N. Oil 15 KG Tin suppliers. Under the above scheme Double Filtered G.N. Oil 15 KG Tin will be procured from the registered suppliers as per the eligibility criteria mentioned in Section-2.

1.4. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in Annexure-2, Such evaluation will be conducted by the third party quality assurance agency appointed by GSCSC. The sampling offers of the estimated quantity required, should be made at Ex-factory/ plant/ warehouse/ storage location, as per the quality specifications provided in the Annexure-III of G.N.OIL 15 KG Tin and as per the sampling offer schedule as mentioned in the purchase order.

After satisfactory supply of the tendered items by the successful bidder within the stipulated time, payment will be released by registered office of GSCSC within 15 (Fifteen) working days after submission of bills as per the procedure stipulated in Terms & Conditions - Payment Sr. No. 10 through RTGS to the respective account of the suppliers by electronic fund transfer on the same day, if possible.

### **Allotment of ICDS GROUNDNUT OIL 15 KG TIN (April-2024 TO September-2024)**

Cluster No	DISTRICT	Allot. April-24 TO Sept-24	Cluster No	DISTRICT	Allot. April-24 TO Sept-24
1	Banaskantha	11650	6	Surat	7821
	Mehsana	5259		Tapi	1076
	Patan	3581		Valsad	5872
Total		20490		Dang	1163
2	Panchmahal	7855		Navsari	3657
	Sabarkantha	7044	Total		19589

	Aravalli	3848		Junagadh	4637	
	<b>Total</b>	<b>18747</b>		7	Gir Somnath	3976
					Porbandar	998
3	Ahmedabad City	7677		<b>Total</b>	<b>9611</b>	
	Ahmedabad Dist.	6394				
	Gandhinagar	3660		8	Bhavnagar	7931
	<b>Total</b>	<b>17731</b>			Botad	2162
					Amreli	4364
4	Kheda	7970		<b>Total</b>	<b>14457</b>	
	Anand	7874				
	Mahisagar	4698		9	Rajkot	6232
	Dahod	12938			Morbi	2672
	<b>Total</b>	<b>33480</b>			Jamnagar	4057
					Dwarka	2343
5	Vadodara	6268		<b>Total</b>	<b>15304</b>	
	Chhota Udepur	3750				
	Narmada	2045		10	Surendranagar	6006
	Bharuch	4965			Kutchh (Bhuj)	7809
	<b>Total</b>	<b>17028</b>		<b>Total</b>	<b>13815</b>	
<b>Grand Total of all cluster</b>					<b>180252</b>	

#### INVITATION FOR BIDS:

The Gujarat State Civil Supply Corporation Ltd. (GSCSC), A Government of Gujarat Undertaking, Sector -10/A, Near New Sachivalaya, 'CH' Road, Gandhinagar 382010 invites bids from interested suppliers for supply of Double Filtered Groundnut Oil 15 KG Tin packed in Tin packing as per ISI Specification, through GeM Portal.

#### 1. ELIGIBILITY CRITERIA FOR SUPPLIERS: -

- 1) A proprietor/ Partnership Firm/ Registered Company/ Co-operative Society/ any Manufacturing and Processing unit or any other legal entity getting registered under the act doing the production of Double Filtered Groundnut Oil registered in GeM Portal can participate. (As per Form-I)

Submission of Evidence:

Supplier must submit:

- If the participant is a Proprietor, shall submit the copy of Registration Certificate.
  - If the participant is a Partnership Firm, shall submit the copy of Partnership Deed.
  - If it is Co-Operative Society shall submit copy of Registration Certificate.
  - If it is Registered Company, shall submit the copy of Memorandum of Association and Article of Association.
  - Copy of PAN CARD
- 2) The Bidder must have average overall Turnover for the last three Financial Year i.e. 2020-21, 2021-22 and 2022-23 must not be less than (i.e. for Cluster 1 - 2.79 Crore, Cluster 2 - 2.55 Crore, Cluster 3 - 2.41 Crore, Cluster 4 - 4.55 Crore, Cluster 5 - 2.32 Crore, Cluster 6 - 2.66 Crore, Cluster 7 - 1.31 Crore, Cluster 8 - 1.97 Crore, Cluster 9 - 2.08 Crore & Cluster 10 - 1.88 Crore) (As per Form- II)

Submission of Evidence:

The bidder will have to produce a copy of Financial Year 2020-21, 2021-22 and 2022-23 Balance Sheet and Profit & Loss Accounts duly certified by Chartered Accountant (with UDIN).

- 3) **Past Performance:** Past Performance: The Bidder should supply same or similar category products for 30% of bid quantity (i.e. for Cluster 1 - 6147 Tin, Cluster 2 - 5624 Tin, Cluster 3 - 5319 Tin, Cluster 4 - 10044 Tin, Cluster 5 - 5108 Tin, Cluster 6 - 5877 Tin, Cluster 7 - 2883 Tin, Cluster 8 - 4337 Tin, Cluster 9 - 4591 Tin & Cluster 10 - 4145 Tin), in any one year of last 5 years (i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23), before the last date of submission of Tender to any Central/State Govt. Organization /PSU/Public Listed Company/ Private Body/ Any State Local Body.

In case of bunch bids, the category related to primary product having highest bid value should meet this criterion. (As per Form- III)

**Note:** If the bidder produces the copy of Experience Certificate/ Past Performance Certificate of any Private Company/ Private Body, the bidder must submit the certificate (Contains the details of the quantity of supply, year of supply) certified by Chartered Accountant with UDIN.

**Evidence:**

**Copy of Work Completion Certificate** from Buyer must be submitted.

- 4) Copy of certificate of Registration under Goods and Service Tax Department (GST).
- 5) Copy of License issued by FSSAI mentioning the production of Double Filtered Groundnut Oil. (As per Form- IV)
- 6) Certified copy of License to work as a Factory under Factory Act . (As per Form- V)
- 7) A Notarize self-declaration on Rs.300/- non-judicial stamp, stating that, Bidder has wide experience in this field and has good reputation in the market. And himself is not debarred or blacklisted by any State Government or Central Government, or offices of any Board, Corporation or other local authority or not blacklisted for short or long period. ( As per Form No. VI )

**Note:** - If forms and documents are signed by the authorized person except the owner of the company, in that case he/she (authorized person) has to submit Authority Letter on company's letterpad.

2. **PRICE:**

1. Bidder will have to fill-up the rates in unit in Rs/per Tin only.
2. For Ex- GSCSCL Taluka Godown Location Delivery:

The rates offered for the Ex-GSCSC Taluka Godown center includes all Govt. duties and taxes, expenses like transportation, transits loss, insurance, packing articles (15 KG Tin) (Annexure- I) and packing charges etc. to deliver the goods at Ex-GSCSC Taluka Godown centers (Annexure- II) as per the quality specifications and packing prescribed by GSCSC in this contract note.

3. Currently this product comes under 5% GST slab, in future, if the tax slab for the said category will increase or decrease the difference amount of tax will be paid or recovered by GSCSCL.
4. Bidder may quote the rate considering the Delivery Schedule given by GSCSCL.
  - (i) The delivery schedule given by the GSCSC Taluka Locations in Gujarat.  
GSCSCL may deal with Allocation/Order as per requirement.
  - (ii) The Quality Specifications prescribed by the GSCSC for Double Filtered Groundnut Oil.
  - (iii) The prescribed Packing Material and Packing Weight as per the norms etc.

**3. PURCHASE QUANTITY:**

The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**4. VALIDITY/LEGALITY:**

The bids of all bidders, who have participated in the bidding, will remain valid for the maximum period of 90(Ninty) working days starting from next working day of the close of bidding.

**5. EARNEST MONEY DEPOSIT (E.M.D./ MARGIN MONEY)**

- i. E.M.D. is on 3% of Estimated value.
- ii. Bids submitted without E.M.D. will be rejected. No interest is payable on E.M.D.
- iii. In case of the bidder whose offer is accepted, the E.M.D. shall be refunded to the successful bidder only after submission of Performance security.
- iv. No exemption in E.M.D. in any form will be given to any firm/ company/corporation/public undertaking.
- v. The E.M.D. shall be forfeited by GSCSC, on account of one or more the following reasons:
  - a) If bidder withdraws its bid during the period of bid validity.
  - b) If the successful bidder fails to sign the agreement in accordance with terms and conditions.
  - c) Information given in the proposal is found inaccurate, fraudulent, mis-leading, forged documents.
- vi. The participant may deposit amount of E.M.D. through any of the modes from the following:
  - Through RTGS/NEFT transfer.
  - Net Banking.

Note: Cash deposit is not allowed.

**6. Performance Security Deposit:**

- Successful Bidder is required to deposit Performance Security Deposit for 5 % of contract value.
- Security Deposit can be submitted in any of the mode from the following:
  - (1) Demand Draft
  - (2) RTGS/NEFT/Net Banking.
  - (3) F.D.R
  - (4) ePBG
- Successful Bidder is required to submit Security Deposit within the 15 Days of Purchase Order given.

If the Bidder Submit the ePBG,

(A) Guarantees issued by the following banks will be accepted as ePBG/EMD on permanent basis.

v All Nationalized Banks

(B) Guarantees issued by following banks will be accepted as ePBG/EMD as per G.R. of Finance Department: G.R. No., FD/MSM/e-file/4/2023/0057/D.M.O. dated: 21/04/2023 for the period up to March 31,2024. The validity cut-off date in the GR is with respect to the date of issue of bank Guarantee irrespective of the date of termination of Bank Guarantee.

1. Axis Bank
2. AU Small Finance Bank
3. Bandhan Bank
4. BNP Paribas
5. City Union Bank
6. CSD Bank
7. DBS Bank India Limited
8. DCB Bank
9. Equitas Small Finance Bank
10. Federal Bank
11. HDFC Bank
12. HSBC Bank
13. ICICI Bank
14. Indusind Bank
15. Karnataka Bank
16. Karur Vysya Bank
17. Kotak Mahindra Bank
18. South Indian Bank
19. Standard Chartered Bank
20. Tamilnadu Mercantile Bank
21. Utkarsh Small Finance Bank
22. The Kalapur Commercial Co-op. Bank
23. Ahmedabad Mercantile Co-op. Bank
24. Nutan Nagarik Sahakari Bank Ltd.
25. Rajkot Nagarik Sahakari Bank Ltd.
26. Saraswat Co-operative Bank

27. SVC Co-Operative Bank Ltd.
28. The Gujarat State Co-operative Bank
29. The Mehsana Urban Co-Op.Bank Ltd
30. The surat District Co-operative Bank Ltd.
31. The Surat People's Co-Op. Bank Ltd
32. Saurashtra Gramin bank.

§ If the Security Deposit is in mode of F.D.R. then the same should be in combined name of G.S.C.S. C.L. & Buyer.

§ If the Security Deposit is in the form of Bank Guarantee/ePBG, the same should be for the period not less than five months from the date of Purchase Order.

vii. No Interest would be paid on S.D./E.M.D.

c. ePBG Submitted As per GeM-Portal condition .

Security Deposit will be forfeited in the following cases:

- GSCSCL shall issue a show-cause notice to the supplier asking for explanation for rejection of stock. In case the supplier fails to replace the stock, the contract of the supplier shall be cancelled and SD shall be forfeited.
- During the extension period, if the supplier will not complete the delivery of goods, He will be declared as defaulter and his security deposit will be forfeited by GSCSC.
- Fails to supply more then 50% of PO Quantity .  
If the supplier fails to supply more than 50% of the ordered quantity, within stipulated delivery schedule, he will be declared as defaulter and the security deposit of the supplier will be forfeited.
- Fails to supply less then 50% of PO Quantity.  
If the supplier fails to supply less than 50% of the ordered quantity within stipulated delivery schedule, the proportionate security deposit of the supplier will be forfeited.

Security Deposit Release:

On Satisfactory performance of the contract, The Security deposit will be released. Supplier must submit the Indemnity Bond on the stamp paper in a proper format. Supplier must have to submit Bills of Purchase Order for Payment as per norms. In the event of breach of the terms and conditions of contract by supplier, the corporation will forfeit the security deposit. No interest shall be payable by the corporation on the security deposit.

If the Corporation does not require to purchase/ or purchase less quantity as per the ordered quantity, because of the change in the state/Central Govt. decision for the implementation of the scheme, the supplier will neither be entitled to claim any damage for cancellation of the contract nor shall be entitled to initiate legal procedure in the court of law.

## 7. RIGHTS OF G.S.C.S.C.L.: -

The Gujarat State Civil Supplies Corporation Ltd. reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.

The Corporation reserves the right, at the time of award of Contract or during the contract period, to increase the ordered quantity or to decrease the ordered quantity of the quantity offered in the tender without any change in price or other terms and conditions.

Corporation may award work for additional quantity than the quantity of the offered quantity in the tender by the supplier, at the offered rate and supplier will have to supply this quantity as per the terms of the tender.

If supplier is ready to supply additional quantity that is more than the above quantity of the offered quantity in the tender, at the last offered rate then Corporation will have an option to award the work for the same.

Actually, Corporation is interested in finalizing Three Months Rate Contract. The decision of the Corporation regarding work order of any additional quantity will be final.

The bidder for such additional quantity shall furnish the necessary additional Security deposit within fifteen days from the date of communication of the acceptance of the offer.

If supplier fails in depositing necessary amount as a security deposit for such additional quantity, then action will be taken against the supplier considering that supplier has withdra

wn the offer.

**8. TRANSIT RISK: -**

The supplier is bound to send the goods of prescribed specification at the prescribed purchase center at his own risk and cost. The transportation cost and the transits risk are to be borne by supplier.

**9. DELIVERY SCHEDULE AND PACKING: -**

**(I) Delivery Schedule**

The supplier will be given the delivery schedule with exact dates with completion date and delivery days in the GeM Sanction order. Order quantity should be delivered as mentioned in the GeM Sanction order.

Delivery to be completed for supply in 30 days from the date of Purchase order generated by GeM.

After the quantity is offered by supplier, the QC Report has to be given by FRL in maximum 04 working days.

The quantity has to be supplied within 7(seven) Working days of passing the QC report. But the quantity has to be offered considering the last date of supply given in the Purchase Order.

1. Corporation reserves the right to alter the delivery schedule as and when required.
2. The lowest bidder will be declared as the successful bidder by GeM-Portal.
3. The confirmation will be intimated through email, From GeM-Portal.
4. The Supplier has to deliver the goods of specified quality in prescribed packing with net weight at center.
5. The stock of goods will be unloaded from the vehicle of the supplier and stacking will be arranged in such a manner that, the samples can be obtained from each and every batch of the goods easily.
6. The representative of Food research laboratory of forensic science Gandhinagar will take the samples at milling unit/ factory site for quality checking of the goods as per specifications prescribed by GSCSC and carry out due diligence of quality inspection.
7. The analysis report should fulfill the quality criteria of required specification as prescribed by GSCSC. The testing report should fulfill the quality criteria for corporation to accept the goods otherwise the supplier will have to reoffer the stock. Corporation will not be responsible for any rejected stock.

**(II) Packing:-**

1. The stock of Double Filtered Groundnut Oil 15 KG Tin having Vitamin 'A' and 'D' are to be filled in Tin as per Annexure IV by the Supplier. The supplier has to give the necessary certificate batch wise for the Double Filtered Groundnut Oil 15 KG Tin with specification.
2. The supplier who have been given the purchase order for supply of Double Filtered Groundnut Oil 15 KG Tin should supply Double Filtered Groundnut Oil 15 KG Tin with necessary their label as approved by GSCSC.
3. On the label of Double Filtered Groundnut Oil 15 KG Tin the name of the relevant scheme is to be printed as per Annexure - 1.
4. The Double Filtered Groundnut Oil 15 KG Tin packed in new Tin as per the rules and regulation of Food Safety Act, also other laws are to be observed.
5. Specification of 15 KG empty Tin is as per Annexure V (IS 10325: 2000). It will be checked by a laboratory specified by GSCSC. As per this certificate, if empty Tin (packing material) is not as per specifications, the GSCSC will levy penalty. After the payment of stock as per order, if this certificate is received, the recovery will be made from any dues or from amount of Security Deposit.
6. As per the format given by the GSCSC, supplier has to stitch/print bar code sticker on each 15 KG Tin supplied by them.
7. Use of packing materials as per Government Rules and Approval by Government.

**10. QUALITY: -**

- a. The supplier whose proposal is accepted by GSCSC has to supply the goods as per rules and regu

lations and quality specifications prescribed by GSCSC.

b. Quality specifications prescribed for Double Filtered Groundnut Oil 15 KG Tin Annexure - III are to be followed by the supplier strictly.

i. Sampling process for Double Filtered Groundnut Oil 15 KG Tin are enclosed at Annexure - IV

#### 11. PAYMENTS:

- A. 50% payment will be paid as advance payment within 7 working days from submission of bills along with analysis report and goods receipt issued by taluka godown authorized representative of G.S.C.S.C.L. Remaining 50% payment will be paid after due verification in next 15 days.
- B. For the late payment against goods delivered, GSCSC will not be responsible.
- C. The supplier will present bill along with analysis report issued by authorised representative of concern laboratory and goods receipt issued by authorised representative of GSCSC.
- D. Incomplete bills will not be processed.
- E. Only Authorized Representative should deal with the Corporation in respect of payments.
- F. Applicable Tax will be deducted as per norms.

#### 12. PENALTY: -

In case, if the supplier fails to complete the delivery of goods in time (including late delivery period) and as per the terms and conditions of the tender document, the GSCSC reserve the right,

##### (1) Late Supply Penalty.

After the completion of delivery schedule the goods will be accepted, at the discretion of GSCSC, for maximum period of 7 working days with penalty of Rs.0.5% of Purchase value of tin per day per tin for the quantity supplied during extended period. No further extension will be allowed in any circumstances or decides by the GSCSC.

During the extension of 7 working days, if the supplier will not complete the supply, he may be declared as defaulter and his security deposit will be forfeited by GSCSCL after deducting transaction fees. Payment for supplied material will be released after deducting differential rate for quantity not supplied, which will be purchased by next e-TENDER.

##### (2) Late Delivery and Late Replacement Penalty.

a. The stock should be dispatched within 7 working days after the quality checked passed report received. If the supplier fails to deliver within 7 working days GSCSCL will levy penalty of Rs.0.5% of Purchase value of tin per day per tin.

b. In case, if the supplier fails to complete the delivery of goods in time (including late delivery period) and as per the terms and conditions of the tender document, the GSCSC reserves the right, to cancel the order for the quantity not supplied by the supplier and take an initiative, through GEM PORTAL to purchase the stock, not delivered by supplier and recover the differential rate amount between the rates offered by the defaulting supplier in that particular bid and the rates offered in immediate next e-auction by the lowest successful bidder from SD and outstanding payable to suppliers and Suppliers will be blacklisted.

c. In case of urgent requirements, the GSCSC reserves the right to grant extension of time with or without penalty subject to condition that supply would be completed during such extended period. Failure to supply the goods during such extended period will amount to violation of terms and conditions of the contract and will result in termination of contract leading application of penal provisions against such supplier as mentioned following:

· If the supplier fails to supply the goods on account of Force Majeur, the contract for indented quantity stands cancelled between supplier and GSCSC. In such cases GSCSC will purchase entire quantity by e-auction.

· The GSCSC will not be liable to any risk and cost, whatsoever, consequent upon such cancellation of the one.

##### (3) Rejection Penalty.

Whenever any lot is rejected, Rs.14000/- per Batch shall be recovered for quality analysis report and Rs.100/- per MT for 1st rejection, Rs. 200/- per MT for 2nd rejection, Rs 300/- per MT for 3rd rejection and so on as a penalty by GSCSCL.

During a contract, if 3 lots of the suppliers are rejected,

a. The supplier may be de-barred or may even be blacklist, from participation in further contracts of GSCSCL auctions.

- b. 3 times Extension will be given but, Considering the prevailing situation GSCSC reserves the right to grant extension of time with or without penalty subject to condition that supply would be completed during such extended period. If not Supplier may be de-barred.
- c. in case during a contract, if 20% of monthly Order quantity of the suppliers are rejected, the supplier shall be de-barred from participation in next e-auction and if it will be repeatedly happening then the Supplier shall be black-listed from GSCSCL auctions.
- d. Failure to supply the goods during such extended period will amounts to violation of terms and conditions of the contract and will result in termination of contract leading application of penal provisions against such supplier as mentioned in (a) (b) and (c) above.
- e. If the supplier fails to supply the goods on account of Force Majeure, the contract for indented quantity stands cancelled between supplier and GSCSC. In such cases GSCSC will purchase entire quantity by e-Tender.
- f. The GSCSC will not be liable to any risk and cost, whatsoever, consequent upon such cancellation of the contract.

**(4) Not sampled penalty.**

Whenever supplier should offer the stock for sampling, it should be available for same qty, should be stacked properly, & in prescribed specification for whatever reasons if sampling process couldn't be carried out by FRL for fortification Rs.5000/-and per batch Rs.5000/-penalty should be levied from supplier by GSCSC.

**(5) Excess Sample Penalty.**

If number of samples (No of sample = ordered QTY / 3340 Tin Batch) increases than per batch Rs.10000/- will be charged by the GSCSCL.

**(6) Crossverification penalty.**

After giving the purchase order by the corporation to the supplier, supplier providing the stock at the prescribed taluka godown of corporation in the order shown and from acceptance of the stock by the corporation up to its distribution from the relevant Taluka Godown centers to the relevant scheme, at any time the quality of the goods if not found as per the prevalent provision of prescribed quality specification/The Food Safety and Standards Act. 2006 & Food Safety and Standards Rules 2011/ P.F.A. Act then in that circumstances on intimation to the relevant supplier, the goods needs to be replaced within 7 working days. Moreover on each batch penalty will be recovered at the rate of 2 percent of purchase price of this stock.

GSCSCL shall issue a show-cause notice to the supplier asking for explanation for rejection of stock. In case the supplier fails to replace the stock, the contract of the supplier shall be cancelled and SD shall be forfeited.

**(7) Not supplied Quantity Penalty.**

To cancel the order for the quantity not supplied by the supplier and take an initiative, through G eM Portal. to purchase the stock, not delivered by supplier and recover the differential rate between the rates offered by the defaulting supplier in that particular bid and the rates offered in next e-auction by the lowest successful bidder from SD and outstanding payable to suppliers and Supplier may be blacklisted.

**(8) Fails to supply more than 50% of PO Quantity.**

If the supplier fails to supply more than 50% of the ordered quantity, within stipulated delivery schedule, he will be declared as defaulter and the security deposit of the supplier will be forfeited. The corporation will also recover differential amount on quantity not supplied by the supplier and the corporation purchases the same quantity from alternative sources.

**(9) Fails to supply less than 50% of PO Quantity.**

If the supplier fails to supply less than 50% of the ordered quantity within stipulated delivery schedule, the proportionate security deposit of the supplier will be forfeited. The corporation will also recover differential amount on quantity not supplied by the supplier and the corporation purchases the same quantity from alternative sources.

**(10) Packing Material Fail Penalty**

If the packing material of the batch quantity supplied by the supplier fails, penalty of Rs.100/-per Tin per batch will be charged by the GSCSCL.

**Maximum Penalty deduction (All penalties shown in tender clauses no. 12) should not be exceed the 10% of contract value (purchase value). If penalties of supplier exceed the capping of maximum penalty amount (10% of contract value), disciplinary action (black list/debar) will be taken by GSCSCL.**

**FORCE MAJEURE:**

- (1) In any of the force majeure circumstances, namely act of God, natural calamities, fire, Government of India's policy, Gujarat State Government's policy, any restriction imposed by State/Central Government (excluding any stock limits), strikers or lockout by workers, war, military operations of any nature and blockades preventing the Seller/Buyer from the performance of the contract, shall be extended for as long as these circumstances prevail. In the event of these circumstances, if the continuation takes place for more than three months, the party can have the right to refuse its contractual obligations without title to inde

mnification of any losses which may thereby sustain. The party which is unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract.

- (2) A certificate issued by the respective Chamber of Commerce will be sufficient proof of the existence and time (gross) duration of such circumstances.

**14. CANCELLATION OF AGREEMENT: -**

- (1) The supplier, if breaches any condition or clause of the agreement and instructions issued from time to time, the GSCSC is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such breach of the agreement.
- (2) If the Government scheme is closed, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped by the GSCSC then the agreement will automatically come to an end for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against GSCSC.

**15. DISPUTE: -**

If any dispute or difference of opinion arises in the agreement, then only the supplier himself or his authorized agent/representative will represent the same before GeM. The decision of the Managing Director of the Gujarat State Civil Supplies Corporation Ltd. will be considered as final decision and it will be bound to the parties of agreement.

In case of any dispute arise in GeM predefined condition and ATC, ATC Will be considering as final.

**16. JURISDICTION: -**

For any dispute arises between the parties GSCSC and Supplier Gandhinagar (Gujarat) will be the only jurisdiction.

**17. INTIMATION TO THE SUCCESSFUL BIDDER: -**

- (1) The lowest bidder of online bidding will be declared as successful bidder by GeM Portal.
- (2) The confirmation will be sent by GeM through mail, to registered email ID.
- (3) The goods will be delivered within stipulated delivery schedule mentioned in purchase order by GSCSC.

**18. DOCUMENTS CONSTITUTING CONTRACT:**

The following documents shall constitute the contract between the Seller and Buyer.

- (1) The Invitation of Bids.
- (2) The terms and conditions of the bidding.
- (3) Bid of the Successful bidder.
- (4) Letter/Email confirmation/acceptance issued by the GSCSC to the successful bidder along with any amendment issued prior to signing of contract.

**2.3 Buyer Added Bid Specific ATC:**

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.